

**FOURTH AMENDMENT TO AGREEMENT FOR
PROGRAM MANAGER/COST and PROGRAM CONTROL SERVICES**

between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

and

ATKINS NORTH AMERICA, INC.

THIS FOURTH AMENDMENT to the Program Manager/Cost and Program Controls Services Agreement by and between The School Board of Broward County, Florida ("SBBC") and Atkins North America, Inc. ("Atkins") dated September 16, 2015 (the "Agreement"), is hereby entered into this 21st day of July 2020.

WHEREAS, the SBBC and Atkins acknowledge and agree that the Agreement is in full force and effect as revised by the First Amendment dated September 5, 2018, the Second Amendment dated October 16, 2018; the Third Amendment dated August 6, 2019 and this Fourth Amendment; and

WHEREAS, the First Amendment extended the term of the Agreement as follows: *First Renewal Period* – September 17, 2018 through and including November 1, 2018 (45 days), *Second Renewal Period* - November 2, 2018 through and including September 17, 2019 (320 days), *Third Renewal Period* - September 18, 2019 through and including September 17, 2020 (365 days), and a single, one hundred eighty (180) day period extension beyond the conclusion of the Third Renewal Period; and

WHEREAS, the parties mutually desire to extend the term of the Agreement by exercising a single, one hundred eighty (180) day period extension beyond the conclusion of the Third Renewal Period (hereinafter referred to as the "Fourth Renewal Period"), commencing on September 18, 2020 through and including March 17, 2021 at a fee referenced herein.

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. The recitals contained herein are true and correct and are incorporated herein by reference.
2. **Exercise of Fourth Renewal Period.** The parties agree to exercise the final, 180-day Fourth Renewal Period extending the term of the Agreement from September 18, 2020 through and including March 17, 2021.
3. **Scope of Services and Fees.** Atkins's scope of services shall remain unchanged and Fees as defined in the Agreement are hereby increased to include the time frame of the Fourth Renewal Period identified within the "*Atkins Year 5-1/2 Staffing Plan*" (the "**Staffing Plan**"), attached hereto and incorporated herein as **Attachment "B."**

amount of **One Million Four Hundred Thirty-Three Thousand, Seven Hundred Fifty-Three Dollars and 00/100 Cents (\$1,433,753.00)** for the term of this Fourth Amendment. The total not-to-exceed amount for years one through five of the Agreement and all Amendments shall not exceed **Thirteen Million, Seven Hundred Ninety-Four Thousand, Five Hundred Dollars and 00/100 Cents (\$13,794,500.00)**.

5. Upon agreement between Atkins and the Executive Director, Capital Programs or his/her designee, and without further action by the SBBC, the fees set forth in the Staffing Plan may be adjusted by reallocating amounts amongst and between Staffing Groups and Contract Years as deemed appropriate.

6. **Amended Provision.** The following provision shall be added to the Agreement, by interlineation:

2.16 The SBBC and RSM US LLP shall conduct separate evaluations of Atkins on a quarterly basis to measure Atkins' performance. Said evaluations shall be communicated to Atkins to identify areas for betterment and shall be used as basis for continuous improvement.

7. **Other Provisions Remain in Force.** All other terms and conditions of the Agreement shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

8. **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this Fourth Amendment to Agreement; then
- b) the Third Amendment to Agreement; then
- c) the Second Amendment to Agreement; then
- d) the First Amendment to the Agreement; then
- e) the Agreement.

9. **Authority:** Each person signing this Fourth Amendment on behalf of either party warrants that he or she has full legal power to execute this Fourth Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this Fourth Amendment.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Fourth Amendment to Agreement on the day and year first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR OWNER

(Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



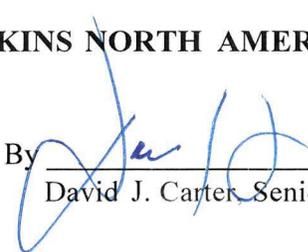
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

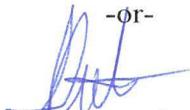
FOR ATKINS NORTH AMERICA, INC.

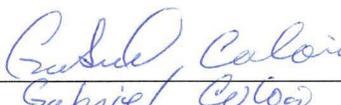
ATKINS NORTH AMERICA, INC.

Rene de los Rios, Assistant Secretary

By 
David J. Carter, Senior Vice President

-or-


Witness Steven Castro


Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

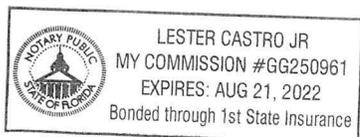
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged by for me this 13th day of July, 2020, by David J. Carter of Atkins North America, Inc., on behalf of the corporation or agency, who is personally known to me and did/did not first take an oath.

My commission expires: _____


Signature – Notary Public

Lester Castro
Printed Name of Notary Public



(SEAL)

School Board of Broward County
 Program Manager - Cost and Program Control Services



Year 5-1/2 Services, Not to Exceed Proposal

Position	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Year 5-1/2 Total
Senior Staffing	\$370,440	\$353,304	\$352,304	\$374,197	\$456,799	\$231,940
Scheduling	\$442,915	\$442,915	\$442,915	\$452,036	\$711,056	\$269,186
Systems/ Software	\$468,720	\$372,960	\$325,080	\$425,957	\$503,225	\$260,543
Cost Review/ Validation	\$553,643	\$553,643	\$553,643	\$830,181	\$893,007	\$548,251
Risk Mgmt & Market Analysis	\$87,066	\$65,646	\$44,982	\$58,311	\$46,683	\$32,130
Program Cost Analysis/ Misc	\$195,302	\$161,785	\$136,577	\$304,255	\$201,474	\$119,776
Summer Interns	\$20,286	\$20,286	\$20,286	\$16,632	\$18,900	\$0
Subtotal Labor Cost	\$2,138,372	\$1,970,539	\$1,875,787	\$2,461,568	\$2,831,145	\$1,461,826

Forecast Remaining Labor Funds in Year 5 -\$350,000

Reimbursable Expenses - sufficient remaining in Year 5 \$0

e-Builder, Year 5-1/2, Site License Model \$321,927

Total: Year 5-1/2 Option, Not to Exceed Proposal **\$1,433,753**

		CONTRACT TOTALS TO DATE	
		Total Contract Year 1-4	\$9,223,573
		Total Contract Year 5	\$3,137,174

Cost Proposal Assumptions

Team staff will be supplied with Atkins (and subconsultants) provided computers and cell phone with industry standard scheduling and cost estimating software. Fee excludes lease and furniture costs, assumes SBBC will provide office space and furniture.

CMS staff will be housed in CMS offices in Broward County, and will be at all meetings and coordination required at District Offices (at no additional cost to the District). Free on-site parking provided by SBBC for staff located at SBBC offices.

e-Builder

Site license model will include unlimited licenses to allow for not only District Facilities staff, OR staff, CPCM staff, and other District departments, but also vendors. This allows for collaboration throughout the project lifecycle. There are currently over 550 licenses being used.

School Board of Broward County
 Program Manager - Cost and Program Control Services (CPCM)



Year 5-1/2 Extension, Not to Exceed Proposal

Position	Firm	Year 5-1/2 Base Rate	Multiplier (no change)	Year 5-1/2 Billing Rate	Year 5-1/2 Hours	Year 5-1/2 Total
Program Executive	Atkins	\$102.00	2.52	\$257.04	80	\$20,563
Program Director	Atkins	\$76.00	2.52	\$191.52	980	\$187,689
Scheduling Lead	Atkins	\$62.00	2.52	\$156.24	980	\$153,115
Senior Scheduler II	Atkins	\$47.00	2.52	\$118.44	980	\$116,071
Lead Estimator	Atkins	\$48.50	2.52	\$122.22	980	\$119,776
Program Software Lead	Atkins	\$42.00	2.52	\$105.84	980	\$103,723
Program Software, Coordinator	ACES	\$32.00	2.52	\$80.64	980	\$79,027
Program Software Admin	Atkins	\$31.50	2.52	\$79.38	980	\$77,792
CMS Principal	CMS	\$94.00	2.52	\$236.88	100	\$23,688
Chief Estimator / Project Manager	CMS	\$48.50	2.52	\$122.22	980	\$119,776
Senior Estimator II	CMS	\$46.00	2.52	\$115.92	980	\$113,602
Senior Estimator II	CMS	\$46.00	2.52	\$115.92	980	\$113,602
Senior Estimator I	CMS	\$43.50	2.52	\$109.62	980	\$107,428
Estimator III	CMS	\$38.00	2.52	\$95.76	980	\$93,845
Interns	Atkins	\$10.00	2.52	\$25.20	0	\$0
Risk Mgmt & Market Analysis Senior Specialist	Atkins	\$75.00	2.52	\$189.00	170	\$32,130
Subtotal Labor Cost						\$1,461,826
Forecast Remaining Labor Funds in Year 5						-\$350,000
Reimbursable Expenses - sufficient remaining in Year 5 contract						\$0
e-Builder, Year 5-1/2, Site License Model and Allowance						\$321,927
Total: Year 5-1/2 Option, Not to Exceed Proposal						\$1,433,753